

## **ANNEX 3 TO APPENDIX D EMERGENCY RESPONSE TEAM GO-KIT PRODUCT ANNEX**

The following terms and conditions in this Emergency Response Team Go-Kit Product Annex ("Annex"), together with the Contract DIR-TSO-3432 ("Agreement") under which Customer is purchasing the Emergency Response Team Go-Kit, govern Sprint's provision of the Emergency Response Team Go-Kit to Customer. Terms not otherwise defined in this Annex will have the meanings set forth in Contract DIR-TSO-3432.

- 1. PROVISION OF SPRINT PRODUCTS AND SERVICES.** All terms and conditions in this Annex apply to Products and Services operating on the Nationwide Sprint Network, the Sprint 4G Network or the Sprint 3G Network, as applicable, which Customer purchases from Sprint pursuant to this Annex ("ERT Go-Kit(s)") unless otherwise specified. Sprint Spectrum L.P., and certain other affiliates of Sprint Nextel Corporation, provide the Sprint Services listed in this Annex.
- 2. ERT GO-KIT PROGRAM.** As part of its long standing relationship with the law enforcement and public safety communities and with the many private sector entities that rely on business continuity, assist in disaster relief, recovery operations and pre-planned events, Sprint has developed the Emergency Response Team Go-Kit™ Program ("ERT Go-Kit Program") whereby it has developed the ERT Go-Kit™ series of products. ERT Go-Kits™ consist of customized short-term communication solutions for those organizations and entities involved in business continuity, disaster relief, recovery operations and pre-planned events. ERT Go-Kits consist of pre-activated Sprint basic phones, feature phones, Smartphones, 3G/4G data cards, other Sprint devices and/or ruggedized Storm Cases™ as ordered by Customer. Each device in an ERT Go-Kit is active and ready for immediate use. Usage charges will apply; refer to Appendix C Pricing of Contract DIR-TSO-3432, and Section 11.3 of this Annex for rates.
- 3. PROGRAMMING.**
  - 3.1** Sprint will program Products pursuant to Customer's reasonable requirements prior to shipping the ERT Go-Kits™. Customer must provide the programming requirements to Sprint (in electronic form as prescribed by Sprint) no later than fourteen (14) days prior to shipment of the ERT Go-Kits™ to Customer. If Sprint does not receive programming requirements, Customer's order will be deemed incomplete, and Sprint will not process Customer's ERT Go-Kits until programming is received.
  - 3.2** Programming will be completed by Sprint one-time at no cost prior to the initial shipment of the ERT Go-Kits to Customer. If Customer requests re-programming, or a change in programming, prior to shipment, then the shipment date may be delayed and an additional Ten Dollar (\$10.00) processing fee per Product will apply.
  - 3.3** Upon shipment of the ERT Go-Kits™, all additional or future programming needs will be the sole responsibility of Customer. At Customer's request, and at Sprint's sole and absolute discretion, Sprint may reprogram Products after the ERT Go-Kits have been shipped to Customer, however, Customer will be required to return Products to Sprint at Customer's expense and pay an additional reprogramming fee to Sprint.
- 4. CUSTOMER SERVICE.** Products will be active when shipped to Customer. If Customer experiences any service problems and requires assistance, Customer may contact Sprint's ERT Hotline staffed by our Dedicated ERT Support Team at 888-639-0020 (or 254-295-2220 for Government Emergency Telephone System ("GETS") users) for assistance. Sprint's Dedicated ERT Support team staffs the ERT Hotline 24 hours per day, 7 days per week, 365 days per year.
- 5. DAILY USAGE AND FEES.**
  - 5.1** Customer will be charged a Monthly ERT Number Reservation Fee for each Product, to reserve telephone and/or direct connect numbers.
  - 5.2** Customer may request international calling capability by contacting Sprint's ERT Dedicated ERT Support Team on our 24x7x365 ERT Hotline at 888-639-0020 (or 254-295-2220 for GETS users). Additional monthly recurring fees and per minute international rates for usage (based on country called) will apply. For more information on International Capabilities, see [www.sprint.com/international](http://www.sprint.com/international) or contact you Sprint sales representative.
  - 5.3** Application Loading Fee (optional). Customer may request that Sprint load additional applications to its ERT Go-Kit Products, however a one-time application configuration and loading fee per device will apply.
  - 5.4** Please see Section 11 of this Annex for fees and usage charges.
  - 5.5** Notwithstanding any other terms of Contract DIR-TSO-3432, and as determined in Sprint's sole and absolute discretion, Customer may receive a separate bill or invoice for ERT products and services.

- 6. LOCATION BASED SERVICES.** Upon Customer's request, and prior to original shipment of Products, Sprint will configure the Products to include Customer's preferred location based services application(s), if any. Sprint or third-party providers may assess additional fees for certain Location Based Services, including application purchase price, application-loading fees, and monthly recurring charges as stated in Appendix C Pricing to Contract DIR-TSO-3432.
- 7. RETURN OF ERT GO-KITS™.** Notwithstanding the terms described in the Agreement, sales of ERT Go-Kits™ and related Products are final upon shipment to Customer. Sprint reserves the right, in its sole and absolute discretion, to accept returns of any ERT Go-Kits and related Products on a case-by-case basis within thirty (30) days of Customer's receipt of such equipment. Customer will be responsible for all shipping and processing charges related to any returns of ERT Go-Kits and Products.
- 8. EXIT FROM ERT GO-KIT™ PROGRAM.**
- 8.1** Any Products and ERT Go-Kits purchased by Customer may be removed from the ERT Go-Kit™ Program at any time upon written notice to Sprint, whereby all Products purchased by Customer pursuant to the ERT Go-Kit Program will no longer be subject to the ERT Go-Kit rate plan described in this Annex. Any monthly number reservation or usage fees paid by Customer pursuant to the ERT Go-Kit Program prior to the date of termination will not be refunded by Sprint either in whole or in part. Upon exit from the ERT Go-Kit Program, any previously reserved telephone numbers and Direct Connect numbers may be disconnected immediately and will no longer be available for reassignment by Customer.
- 8.2** Once Customer has fully exited its ERT Go-Kit Program account, a three (3) month waiting period will be required prior to Customer reentering the ERT Go-Kit Program. Sprint reserves the right, in its sole and absolute discretion, to allow re-entry of Products into the ERT Go-Kit™ Program prior to the (3) month waiting period on a case by case basis. Further, upon reentering the ERT Go-Kit Program, Customer will be required to pay monthly number reservation Fees for any Products purchased.
- 9. PURCHASE ORDERS.** All Purchase Orders and/or credit card authorization forms for ERT Go-Kit and related Products and Services shall be delivered to Sprint's Emergency Response Team by email, or facsimile at email: ERTRequests@sprint.com; or facsimile: 913-523.2097. All shipping costs for ERT Go-Kits and related Products ordered by Customer shall be paid by Customer as described on Customer's Sprint invoice or charged to a shipping carrier account paid for by the Customer (e.g. Customer's FedEx or UPS account). In all other respects, with the exception of Returns described in Section 7 of this Annex and point of contact information for Purchase Orders described in Section 9 of this Annex, Customer Purchases and Orders shall be subject to the terms of Contract DIR-TSO-3432.
- 10. TRAINING.** Sprint will provide to Customer training regarding Products, Services, and ERT Go-Kits as mutually agreed by the parties. Over the phone training, conference call training and video conference call training that does not require specialized training materials can be provided at no additional charge to the Customer. Sprint may charge additional costs or fees for training requiring items including but not limited to specialized training materials, On-Site Professional Services, re-programming requests outside of the initial programming requirements included in standard ERT deployments, Emergency Response Team travel and food/lodging requirements to conduct on-site training.
- 11. ERT GO-KIT VOICE AND DATA RATE PLANS**
- 11.1** Customer may select from the voice and data rate plans listed in Appendix C Pricing of Contract DIR-TSO-3432 and in Section 11.3 of this Annex. Unless otherwise stated in this Annex, plan pricing in this Annex reflects gross pricing before the application of promotions, special offers or other discounts, including any applicable volume discount.

## 11.2 ERT Go-Kit Equipment Pricing.

ERT Go-Kit™ Device Pricing		
Item	Unit Price	Details/Comments
Sprint basic/feature phone	See Device Catalogue for Device Information	Company's Sales Representative to provide price. Please refer to Customer's Master Service Agreement for any minimum service term.
Smartphone with no minimum service term	75% of MSRP	Company's Sales Representative to provide price.
3G-only Mobile Broadband Data Card	See Device Catalogue for Device Information	Company's Sales Representative to provide price.
3G/4G Mobile Broadband Data Card	See Device Catalogue for Device Information	Company's Sales Representative to provide price.
Wi-Fi Hotspots/Mobile Hotspots	See Device Catalogue for Device Information	Company's Sales Representative to provide price.
Tablets	75% of MSRP	Company's Sales Representative to provide price.
Wireless Routers	See Device Catalogue for Device Information	Company's Sales Representative to provide price.
Router	See Device Catalogue for Device Information	Company's Sales Representative to provide price
Accessories – Batteries, car battery charger, headset, etc	See Device Catalogue for Device Information	Company's Sales Representative to provide price

ERT Go-Kit™ Storm Case™ Pricing		
Model	Unit Price*	Includes/Comments
10 Unit Ruggedized Stormcase™ Suitcase Style w/o Wheels	\$ 220.00	iM2300: Includes: Ruggedized Stormcase™ w/o wheels & foam inserts
30 Unit Ruggedized Stormcase™ Suitcase Style w/ Wheels	\$ 330.00	iM2720 MAX: Includes: Ruggedized Stormcase™ w/ wheels, foam inserts & accessory containers
50 Unit Ruggedized Stormcase™ Suitcase Style w/ Wheels	\$ 375.00	iM2750/iM2950: Includes: Ruggedized Stormcase™ w/ wheels, foam inserts & accessory containers
36 Bay Battery Charger Customized Stormcase™	\$ 420.00	iM2950: Includes: Ruggedized Stormcase™ w/ wheels, foam inserts, battery containers (Does NOT include 36 Bay Charger)
Storm Case™ and/or Foam Customization Charge	\$ 350.00	Foam customization charges may apply for non-standard phone configurations

\* Stormcase pricing does not include phones, mobile broadband devices or accessories. Devices are sold separately through your Sprint Sales Representative and shipped to ERT for Go-Kit Processing and Kitting. Customized configurations and quantities more than 50 units are available. Other device models and accessories are also available at an additional cost. Contact your local Sprint representative for more information.

## 11.3 ERT Go-Kit Number Reservation, Set-up and Usage Fees.

ERT Go-Kit™ Number Reservation and Set Up Fees		
Service	MRC or Unit Price	Details/Comments
Monthly ERT Go-Kit Plan (CDMA or 3G mobile broadband devices)	\$6.25 MRC	Billed Monthly to Reserve Phone/Direct Connect Numbers
Monthly 3G/4G Smartphone Premium Data Charge (Required on all Smartphones)	\$10.00 MRC	Monthly Premium Data Service Charge for Smartphones
Monthly 4G (WiMAX) or 4G LTE Mobile Broadband Premium Data Service Charge	\$2.00 MRC	Monthly Premium Data Service Charge if adding 4G (WiMax) or 4G LTE service to mobile broadband devices This \$2 per month is in addition to your 3G

		ERT Go-Kit MRC of \$6.25 (i.e. \$6.25 MRC + the \$2 premium data service charge for 4G = \$8.25/billing cycle/device).
ERT Go-Kit™ Processing	\$0.00 (at the initial sale and prior to receiving ERT Go-Kit™)	Inventory and Kitting of Devices/Accessories is included for free at the time of initial sale and prior to Customer receiving ERT Go-Kit™
ERT Go-Kit™ Re-Programming Fee (if applicable)	\$10.00 (see comments)	Programming is done one time only for free at the time of initial sale. If Customer changes its programming requirements prior to shipment but after the programming of the devices has been completed, the shipment date will be delayed and Sprint ERT will charge an additional \$10 processing fee per device. Upon shipment of the ERT Go-Kits™, all additional or future programming needs becomes the responsibility of Customer. Sprint ERT will not make any programming changes after the Devices have been shipped.
One-Time Application Loading Fee (Optional)	\$25.00	One Time Application Registration and Set Up Fee per unit/handset. Only required with optional Location Based Services (LBS) and other data applications offering. – see <a href="http://www.sprint.com">www.sprint.com</a> for a full list of available applications. One-Time application fee will apply if Customer would like application of choice configured by ERT at time of initial sale and prior to Customer receiving ERT Go-Kit™

ERT Go-Kit™ Daily Usage Fees		
Service	Usage Fee	Details/Comments
Domestic Direct Connect and Group Connect	\$.06/minute	Domestic Private & Group Connect* billed monthly based on usage. (*Group Connect is billed per minute multiplied by the number of users involved in the Group Connect.)
Domestic Cellular Calling (Includes Domestic Long Distance)	\$.06/minute	Domestic Cellular Calling (including Domestic Long Distance) billed monthly based on usage.
Handset Data	\$.50/MB	Handset data billed monthly based on usage.
2-Way Text Messaging	\$.15/text message	2-Way Text Messaging billed monthly based on usage.
3G/4G Air Card	\$.25/MB	3G/4G Air Card data billed monthly based on usage. Usage fees not to exceed \$150 per user in a billing cycle.

## 12. TECHNOLOGY EVOLUTION.

- A.** In the normal course of technology evolution and enhancement, Sprint continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, Sprint will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the Contract DIR-TSO-34321 to the contrary, Sprint reserves the right, in its sole discretion, after providing the notice set forth in subsection B below, to: (1) migrate Customer to a replacement technology; or (2) discontinue any Product or Service without either party being in breach of the Agreement or incurring early termination liability relating to the discontinuance of the affected Product or Service.
- B.** If Sprint takes any action set forth in subsection A above, Sprint will provide advance notice reasonably designed to inform each affected Customer of such pending action. The form of Sprint's notice may include without limitation, providing written notice to any address listed in the Agreement for Customer or any address Sprint uses for billing or as set forth in an Order. Customer agrees that such notice is reasonable and sufficient notice of Sprint's pending action.